

BUSINESS TO BUSINESS PORTAL TERMS OF USE

Erickson Incorporated ("**Erickson**") offers a Business to Business Portal (the "**Site**") for the exclusive use of Erickson suppliers, vendors, other external organizations (each a "**Supplier**") in order to provide electronic, web-based remote access to certain data. Use of the Site and any programs or content contained therein is subject to the following terms and conditions for use ("**Terms of Use**").

1. Acceptance of Terms of Use

These Terms of Use are entered into on the one hand by Supplier and you, the agent of Supplier ("**you**" together with Supplier, the "**User**"), and Erickson on the other hand. Use of the Site is conditioned on acceptance of these Terms of Use. By clicking on the "I Accept" button below, you are assenting on behalf of yourself and Supplier, that you and Supplier are legally bound by all of the Terms of Use and represent that you have the authority to so bind the Supplier.

2. Changes to the Terms of Use

Erickson may revise and update these Terms of Use from time to time in its sole discretion. User's continued use of the Site following the posting of revised Terms of Use constitutes acceptance by User of all changes. User is obligated to check this page from time to time for any changes, as they are binding on User. If the User finds the Terms of Use to be unacceptable, then the User must immediately terminate its use of the Site.

3. Proprietary Materials

The entire contents of this Site (including without limitation its layout, interfaces, functionality, incorporated images, text, and any and all documents and information contained therein (collectively, the "**Content**") are proprietary to Erickson or its content providers or licensors, and are protected by the copyright laws of the United States and international agreements. Except as expressly provided for in these Terms of Use, any modification or use of any Content for any other purpose constitutes an infringement of Erickson's intellectual property and other proprietary rights.

In consideration of the fulfillment of its obligations hereunder, Erickson hereby grants User a royalty free, revocable, non-exclusive, non-sublicensable, non-transferable right and license to remotely use the Site to access, review and use, solely for purposes of facilitating User's personal business use in the performance of its obligations under contract with Erickson ("**Permitted Use**"), such documents and information as Erickson may in its discretion make available to the User thereon or there through (the Site, such access, and Content being referred to collectively herein as the "**System**"). In no event will access to, use of, or information obtained from the System be used for any other purpose. Notwithstanding anything herein to the contrary, all use of the System and any Permissions (as defined in Section 4 below) must strictly comply with Erickson policies and applicable laws.

Other than as required for the Permitted Use, User may not (a) download or reproduce any of the documents or information obtained from the System; or (b) distribute, disclose, or allow access to, or use of, the System to or by any third party without the prior written permission of Erickson. User shall cause its personnel to comply with these Terms of Use. All rights not expressly granted to the User hereunder are retained by Erickson.

Erickson and the associated logos and other marks clearly identified in this Site are trademarks. User shall not use such marks without Erickson's prior written permission. All other names, brands and marks are used for identification purposes only and may be trademarks or registered trademarks of their respective owners.

4. Access to and Use of the System

A. Security

In order to permit User and its individual personnel to access the System, Erickson will provide User and its personnel with unique permissions (collectively, "**Permissions**"). In order for Erickson to issue Permissions, User must identify and certify in Attachment A to these Terms of Use the citizenship/s, and country of birth for non-US citizens, of each individual employee of the User seeking access to the System. User shall not permit the disclosure or sharing of Permissions by its personnel. User shall only permit use of a Permission by authorized current employees, and shall not provide or distribute any to, or permit the use of any Permission by, any third party, and User acknowledges that any permissions needed by a third party may only be provided directly by Erickson in its sole discretion. User shall immediately notify Erickson of any distribution of a Permission to a third party of which User becomes aware. Erickson may terminate, deactivate, suspend, alter access rights, or otherwise interfere with or modify the operation of any password at any time in its sole discretion.

B. Consents

Before using the System, User must obtain all required consents and approvals from the Supplier sponsoring your use of the Site, and from any customers, clients and other third parties who may be affected by, or may need to consent to, User's access to and use of the System and any of the services provided through it.

5. Use Restrictions.

Use of the Site and the Content must be in strict accordance with these Terms of Use, any other terms applicable to the various features of this Site and all applicable laws, rules, and regulations. User shall not: (a) restrict or inhibit any other authorized user from using and enjoying this Site; (b) attempt to circumvent the security measures of this Site; (c) post or transmit any information, software or other material that is fraudulent or violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other proprietary rights; (d) use any Site resource for commercial purposes not expressly permitted by these Terms of Use; (e) impersonate any person or entity or falsely state or otherwise misrepresent User's professional or other affiliation with any person or entity; (f) resell, redistribute, broadcast or transfer any information derived from the Site; or (g) post or transmit anything constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any domestic or international law. User agrees that the Site and all Content provided therein will not be used for any unlawful purpose.

6. Confidentiality.

(a) User shall treat the Content as proprietary and confidential to Erickson, and, except to the extent permitted, if at all, pursuant to the Permitted Use, shall not disclose or distribute such information to any third party without Erickson's express written consent in Erickson's sole discretion, or reverse engineer, reverse assemble, disassemble, or decompile the System or any of its contents, and (b) upon any termination of these Terms of Use, User shall return to Erickson, or upon Erickson's request destroy, all information and materials obtained on or through the System. User agrees to restrict disclosure of the Content solely to those of its employees and agents who have a need to know such Content and have agreed to be bound by these Terms of Use. Each User will be responsible for ensuring that each of Supplier's employees or agents to whom it discloses the Content complies with these Terms of Use.

7. Legends.

User shall not remove or alter any copyright or other notice, or any restrictive or proprietary legend, affixed to or incorporated in any portion of the System. To the extent a separate agreement requires the application of notices or legends different than, or the removal of, legends applied within the System (including without limitation to any information or materials in the System), User

hereby expressly waives such requirement.

8. Termination.

Erickson may terminate these Terms of Use at any time, without cause. In the event of expiration or termination of these Terms of Use or the Permitted Use, whichever occurs first, User's right hereunder to access and use the System will immediately terminate.

9. Verification.

User acknowledges that Erickson may monitor User's activities on the System at Erickson's discretion in accordance with applicable laws, and User consents to such monitoring. In addition, upon notice from Erickson, User shall provide Erickson with such information, access, and assistance, as Erickson may reasonably require to verify compliance with the terms of these Terms of Use.

10. Changes to the Website.

Erickson may update the content on this Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and Erickson is under no obligation to update such material.

11. Warranties and Disclaimer.

NOTHING IN THESE TERMS OF USE WILL OBLIGATE ERICKSON TO PROVIDE ACCESS TO THE SYSTEM OR ANY OF ITS CONTENT. THE PROVISION OF SUCH ACCESS IS AT ERICKSON'S SOLE DISCRETION, AND MAY BE LIMITED OR DISCONTINUED AT ANY TIME. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SYSTEM AND ACCESS THERETO ARE PROVIDED "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTY OF ANY KIND, AND USER'S USE OF THE SYSTEM IS SOLELY AT USER'S OWN RISK. ERICKSON DOES NOT WARRANT THAT THE SYSTEM OR ACCESS THERETO WILL MEET USER'S REQUIREMENTS OR THAT THE OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ERICKSON DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, CONCERNING OR RELATED TO THESE TERMS OF USE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SYSTEM AND ACCESS THERETO WILL NOT INFRINGE ANY THIRD-PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS.

12. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, ERICKSON WILL NOT BE LAIBLE FOR ANY LOSS, COST, DAMAGE OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH (A) USER'S USE OF OR RELIANCE ON, OR USER'S INABILITY TO USE OR RELY ON, THE SYSTEM; (B) ERICKSON'S PERFORMANCE OF ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THESE TERMS OF USE; (C) LOSS OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE SYSTEMS, SERVICES, OR TECHNOLOGY; (D) ACCESS TO OR ALTERATION OF USER'S PERSONALLY-IDENTIFIABLE INFORMATION OR OTHER INFORMATION IN AN UNAUTHORIZED MANNER; OR (E) ANY ACTION OR INACTION OF ANY OTHER USER OF THE SITE. UNDER NO CIRCUMSTANCE WILL ERICKSON BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUES, INCOME, PROFITS, SAVINGS, GOODWILL, OR DATA ARISING OUT OF OR RESULTING FROM ANY USE OF THE SYSTEM OR ACCESS (OR LACK OF ACCESS) THERETO, EVEN IF ERICKSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification.

User agrees to indemnify, defend and hold Erickson, its subsidiaries, affiliates, contractors, suppliers, co-branders and other partners, and their officers, directors, employees and agents, harmless from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost and expense (including reasonable attorneys' fees), of any third party due to or arising out of content, data or information submitted by User, or posted to or transmitted through this Site, User's access to and use of the Content, User's violation of these Terms of Use, or User's violation of any rights of another. All rights and duties of indemnification set forth herein will survive termination of these Terms of Use.

14. Export.

Information and materials ("**Technical Data**") accessed on the System may be subject to US Export Laws and Regulations referencing Section 38 of the *Arms Export Control Act* as amended (22 USC 2778), and its implementing regulations the *International Traffic in Arms Regulations* (22 CFR Part 120-130), and/or the *Export Administration Act of 1979*, as amended, (50 USC app. 2401-2420), and its implementing regulations the *Export Administration Regulations* (15 CFR Part 730-780).

User acknowledges that these laws and regulations prohibit the import, export, reexport and re-transfer of certain technical data accessed on the System to any entity or individual sanctioned by the US Government, located in a prohibited or embargoed country, foreign entities, foreign persons whether in the US or located in a country abroad, without prior export authorization approval. User shall comply with these laws and regulations, and when required, notify Erickson in advance of seeking export authorization approval(s) for certain technical data accessed on the System. User shall also comply with the terms of any export authorization approval either obtained by Erickson and/or by the Supplier for the import, export, reexport, and re-transfer of certain technical data accessed through the System.

15. Privacy Policy.

Erickson strives to protect the privacy of users of this site, and will treat any information collected in a professional manner. However, Erickson does not guarantee privacy and cannot guarantee against unauthorized access to the Site. Erickson therefore discourages User from providing us with information that User considers confidential. Erickson will not intentionally disclose User's information to a third party unless required to do so by law. By using the Site to provide us with User's personally identifiable information, User consents to our collection and storage of that information. Erickson may store that information and use it to contact User if suitable for content updates and enrollment reminders. Information may be stored on User's computer in the form of session cookies to assist navigation through the Site.

16. Miscellaneous.

These Terms of Use contains the entire agreement of the parties with respect to the subject matter hereto, and supersedes any previous agreements with respect to the subject matter hereof. These Terms of Use may not be assigned or transferred by User without the prior written permission of Erickson in its sole discretion. Erickson may freely assign or transfer these Terms of Use and its obligations hereunder. These Terms of Use will be governed by the laws of the State of Oregon without regard to choice of law rules, and the exclusive venue for disputes will be the State and Federal courts located in the State of Oregon. If a court of competent jurisdiction finds that any provision of these Terms of Use is invalid or unenforceable, User and Erickson both agree that the other provisions of these Terms of Use will remain in full force and effect. User agrees that, regardless of any applicable law to the contrary, User cannot file a claim or cause of action arising out of or related to the System or these Terms of Use more than one (1) year after such claim or cause of action arose. Any provisions which by their nature should survive, will survive any termination of these Terms of Use.

Please enter the following information:

Supplier Name:

Supplier Code:

Agent of Supplier signing on behalf of Supplier:

Name:

Signature:

Date:

Check one of the boxes below:

☐

I accept the Terms of Use.

☐

I do not accept the Terms of Use.

Return Completed Form to: WLomax@ericksoninc.com or Fax to: 541-664-9464

**Verification Certification Document
ATTACHMENT A**

As required in the BUSINESS TO BUSINESS PORTAL TERMS OF USE previously agreed to by Supplier, which agreement was required to access this site, and which is herein incorporated by this reference, you, the citizenship verifier for Supplier, by checking the box next to "I Accept" below, certify that:

- You have verified the citizenship/s, country of birth, and expiration date of U.S. permanent resident alien status of the following employee(s).
- You certify that the Supplier's business is incorporated in the state of .
- The employee(s) is/are employed by Supplier.
- The employee(s) has/have a need to know and is/are properly authorized to access Erickson data.
- User's designee will notify Erickson immediately if the status of the below employee changes.
- You represent and warrant that you are duly authorized to sign this certification on behalf of Supplier.

EMPLOYEE REQUIRING PORTAL ACCESS:					
Name	Email address	Citizenship(s)	Country of Birth (if non-US citizen)	Expiration Date of Green Card (if permanent resident alien of U.S.)	Export License
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

VERIFIER INFORMATION:

Signature: _____

Typed Name:

Title:

Citizenship of Verifier:

Email Address:

Supplier Code:

Supplier Name:

Supplier Address:

Date Signed: